

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	Chapter 13
	:	
Tomika S. Vines,	:	
	:	Case No. 20-10935 (MDC)
	:	
Debtor.	:	
	:	

**CERTIFICATION OF DEFAULT
OF STIPULATION AND CONSENT ORDER RESOLVING
MOTION FOR RELIEF FROM STAY**

Yonit A. Caplow, Esquire certifies as follows:

1. I am an attorney-at-law admitted to practice in this Court, and an associate with Dilworth Paxson LLP, counsel for Police and Fire Federal Credit Union (“PFFCU”), in the above-captioned Chapter 13 bankruptcy case.
2. On February 14, 2020, Debtor Tomika S. Vines (the “Debtor”) filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania.
3. Prior to the Petition Date, the Debtor executed a mortgage and note, payable to PFFCU, pursuant to which PFFCU provided a mortgage to the Debtor secured by the Real Property, in the original amount of \$56,275 (the “Mortgage”).
4. As a result of the Debtors’ post-petition defaults under the term of the Mortgage, on or about September 29, 2021, PFFCU filed a Motion for Relief from Stay (the “MFR”).
5. The Debtor and PFFCU subsequently resolved MFR by way of that certain Stipulation Resolving Motion for Relief from Automatic Stay (the “Stipulation”), which was entered and

approved by the Court on December 14, 2021 [Docket No. 63]. (A true and correct copy of the Stipulation is attached as **Exhibit A**).

6. However, as set forth below, the Debtor is in default under the Stipulation.

7. As of the date of this Certification, the Debtor has failed to make the monthly installment toward the repayment of the post-petition arrears as required by the Stipulation. As stated in the Stipulation, Debtor was to make a payment of \$844.25 on 12/3/2021 and \$844.25 on 12/10/2021, but PFFCU only received one payment of \$844.25 on 12/17/21. Further, Debtor missed her payment of \$844.25 for the month of February 2022 and her payment of \$844.25 for the month of April 2022. She has now missed her payment for the month of May 2022. In total, Debtor owes PFFCU \$3,377.70 in post-petition arrears payments for her mortgage.

8. Therefore, the Debtor is in default of the Stipulation.

9. Paragraph 2 of the Stipulation provides that:

Should the Debtor fail to comply with any of the terms of this Stipulation, counsel for PFFCU may serve counsel to the Debtor with a notice of default and Debtor shall have ten (10) days from the receipt thereof to cure the default in full or PFFCU may, without further notice, file a Certification of Default with the Court. Upon entry of the Certification of Default, the Court shall enter an order granting relief from the automatic stay as to the Real Property.

10. On April 21, 2022, PFFCU notified the Debtor, via counsel, of Debtors' default. A true and correct copy of the Notice of Default is attached as **Exhibit B**.

11. As of the date of this Certification, the Debtor has not cured the default.

12. Consequently, the Debtor is in default under the Stipulation and PFFCU is entitled to relief from the automatic stay as requested in the Motion.

13. Accordingly, Police and Fire Federal Credit Union respectfully requests that the Court enter an order granting it relief from the stay and the pursuant to sections 362(d)(1) and allow

PFFCU to: (i) declare the Debtors' obligations under the Agreement to be in default, if required, and (ii) exercise its rights under state law against the Real Property.

I certify that the foregoing statements made by me are true. I am aware that, if any of the foregoing statements made by me are willfully false, I am subject to punishment

By: /s/ Yonit A. Caplow
Yonit A. Caplow, Esquire

Dated: May 3, 2022